

REPLAT
CONTAINING LOT 1R, BLOCK A
PLAZA GRANDE

Case #16-05-RP

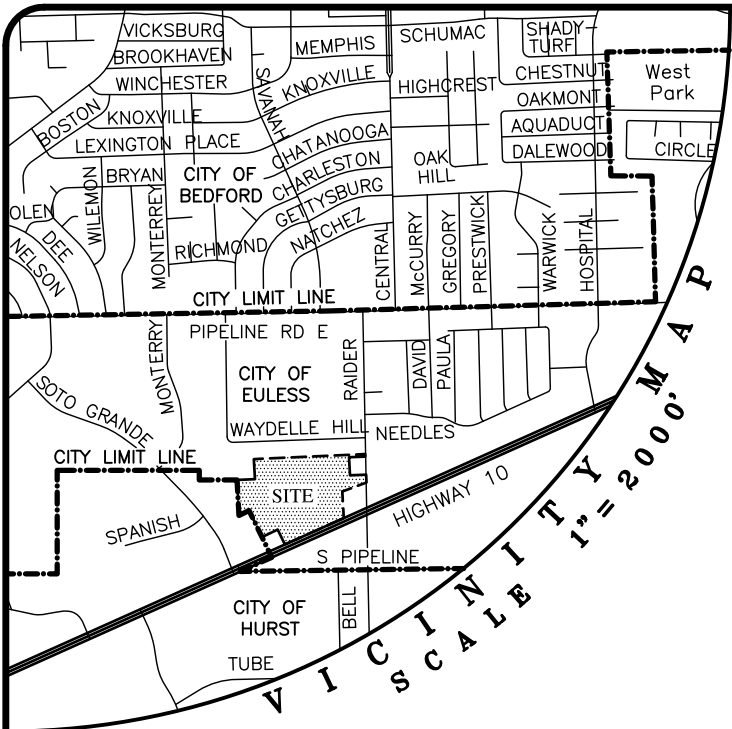
OWNER:
Tarrant Co. Hospital District
d/b/a JPS Health Network
1500 S. Main St.
Fort Worth, Texas 76104

Chairman, Euless Planning and Zoning Commission _____ Date of P&Z Approval _____

Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83) (1986) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. A localization (site calibration) was performed holding "Euless Control Monument E07 Reset" fixed. An average Combination Factor of 1.0001427193 was used to scale grid coordinates and distances to surface.



\\FWSDS1\Survey\PROJECTS\JPS16044\cad\survey\Final Plat\Lot 1R, Blk A, Plaza Grande - JPS 16044.dwg



STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS Tarrant County Hospital District d/b/a JPS Health Network, a Texas hospital district organized pursuant to Chapter 281 of the Texas Health & Safety Code, is the sole owner of 11,454 acres of land being all of the remainder of Tract A and all of Tract B, Plaza Grande, an addition to the City of Euless, Tarrant County, Texas, according to the plat filed in Volume 388-76, Page 20, Plat Records of Tarrant County, Texas (P.R.T.C.T.), also being all of Lot 1, Plaza Grande, an addition to the City of Euless, Tarrant County, Texas, according to the plat filed in Volume 388-112, Page 21, P.R.T.C.T. and also being a portion of Lot 2, Plaza Grande, an addition to the City of Euless, Tarrant County, Texas, according to the plat filed in Volume 388-115, Page 57, P.R.T.C.T. and being all of those certain tracts of land described in deed to Tarrant County Hospital District d/b/a JPS Health Network, a Texas hospital district organized pursuant to Chapter 281 of the Texas Health & Safety Code, according to the deed filed in Instrument #215195323, Deed Records of Tarrant County, Texas (D.R.T.C.T.); said 11,454 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the northeast corner of said Tract A, also being the southeast corner of Tract 3, Euless Square, an addition to the City of Euless, Tarrant County, Texas, according to the plat filed in Volume 388-64, Page 53, P.R.T.C.T. and also being in the west Right-of-Way (R-O-W) line of Raider Road (variable width);

THENCE S 00°18'49" E, along the east line of said Tract A and along the west R-O-W line of said Raider Road, a distance of 20.17 feet to an "X" found cut in concrete at the northeast corner of said Lot 2, also being the northeast corner of a tract of land conveyed to Planet Dessert & Beyond, L.L.C., according to the deed filed in Instrument #204281818, D.R.T.C.T.;

THENCE S 89°56'26" W, over and across said Tract A, along the north line of said Lot 2 and along the north line of said Planet Dessert tract, a distance of 129.97 feet to a 1/2 inch iron rod found with cap stamped "Ludis & Assoc." at the northwest corner of said Planet Dessert tract, from which a 5/8 inch iron rod found at the northwest corner of said Lot 2, also being the northeast corner of said Lot 1, bears S 89°44'08" W, a distance of 34.67 feet;

THENCE S 00°14'11" E, over and across said Lot 2, along the west line of said Planet Dessert tract, a distance of 145.04 feet to an "X" found cut in concrete at the southwest corner of said Planet Dessert tract, also being in the south line of said Tract A, also being the southeast corner of said Lot 2, also being the southeast corner of said Lot 1, bears S 89°55'16" W, a distance of 130.16 feet;

THENCE N 89°55'16" E, over and across said Tract A, along the south line of said Lot 2 and along the south line of said Planet Dessert tract, a distance of 130.16 feet to a 1/2 inch iron rod found with uncreddable cap in the east line of said Tract A, also being the southeast corner of said Lot 2, and the southeast corner of said Planet Dessert tract and being in the west R-O-W line of said Raider Road;

THENCE S 00°18'49" E, along the east line of said Tract A and along the west R-O-W line of said Raider Road, a distance of 63.85 feet to a 1/2 inch iron rod found at the most easterly southeast corner of said Tract A, also being the northeast corner of Tract 1, Euless Square, an addition to the City of Euless, Tarrant County, Texas, according to the plat filed in Volume 388-68, Page 51, P.R.T.C.T.;

THENCE S 72°15'49" W, along a south line of said Tract A and along the north line of said Tract 1, a distance of 207.45 feet to a PK nail found with rounded head at the northwest corner of said Tract 1, also being an interior ell corner of said Tract A;

THENCE S 00°39'04" E, along an east line of said Tract A and along the west line of said Tract 1, a distance of 214.64 feet to a 5/8 inch iron rod found in the north R-O-W line of State Highway 10 (160 feet in width), also being the southwest corner of said Tract 1 and also being the southeast corner of said Tract A;

THENCE S 66°37'54" W, along the south line of said Tract A, the south line of aforementioned Tract B, and along the north R-O-W line of said State Highway 10, in all a distance of 518.38 feet to a PK nail found with shiner at the south corner of said Tract B, also being the east corner of Tract C, of said Plaza Grande, (Vol. 388-76, Pg. 20, P.R.T.C.T.);

THENCE N 23°16'35" W, along the west line of said Tract B and along the east line of said Tract C, a distance of 150.00 feet to a 1/2 inch iron rod found with cap stamped "Grant Eng RPLS 4151" at the north corner of said Tract C, also being an interior ell corner of said Tract B;

THENCE S 66°39'44" W, continuing along the west line of said Tract B and along the north line of said Tract C, a distance of 140.13 feet to a 1/2 inch iron rod found at the west corner of said Tract C, also being a southwest corner of said Tract B and also being in the east line of Tract 4BR-1, Sotogrande Addition, an addition to the City of Hurst, Tarrant County, Texas, according to the plat filed in Volume 388-163, Page 28, P.R.T.C.T.

THENCE continuing along the west line of said Tract B and along the east line of said Tract 4BR-1, the following courses and distances;

N 23°22'34" W, a distance of 237.23 feet to a 1/2 inch iron rod found;

S 66°28'59" W, a distance of 90.32 feet to a 3/8 inch iron rod found;

N 00°41'59" W, a distance of 285.28 feet to a 3/8 inch iron rod found at the northeast corner of said Tract 4BR-1, also being the most westerly northwest corner of said Tract B and also being in the south line of aforementioned Tract 3, Euless Square (Vol. 388-64, Pg. 53, P.R.T.C.T.);

THENCE along the north line of said Tract B and along the south line of said Tract 3, the following courses and distances;

N 89°37'56" E, a distance of 145.18 feet to a PK nail found;

N 00°41'58" W, a distance of 160.82 feet to a 1/2 inch iron rod found at the most northerly northwest corner of said Tract B;

THENCE N 89°54'25" E, continuing along the south line of said Tract 3 and said north line of Tract B, passing along the north line of aforementioned Tract A, in all a distance of 894.91 feet to the POINT OF BEGINNING and containing 498,935 square feet or 11,454 of acres of land.

CITY PLAT NOTES:

1) Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law and is subject to fines and withholdings of utilities and building permits.

2) The City will not maintain any interior drainage systems that originate within this private development.

3) Within emergency access drainage and utility easements (E.A.D.U.E.) (aka: fire lanes) the roadway surface, subgrade, markings and signage shall be maintained at all times to allow for the clear passage of emergency vehicles. Clear passage shall include both horizontal and vertical widths according to clearances established in the Fire Marshal's policy statement.

BASIS OF BEARINGS:

Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (1986) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. A localization (site calibration) was performed holding "Euless Control Monument E07 Reset" fixed. An average Combination Factor of 1.0001427193 was used to scale grid coordinates and distances to surface.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT Tarrant County Hospital District d/b/a JPS Health Network, a Texas hospital district organized pursuant to Chapter 281 of the Texas Health & Safety Code, through the undersigned authority, does hereby adopt this plat designating the herein above described property as:

LOT 1R, BLOCK A PLAZA GRANDE

an addition to the City of Euless, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon; and does hereby dedicate the easements shown on the plat for mutual use and accommodation of all public utilities desiring to use, or using same, said dedications being free and clear of all liens and encumbrances, except as shown herein, Tarrant County Hospital District d/b/a JPS Health Network, a Texas hospital district organized pursuant to Chapter 281 of the Texas Health & Safety Code, does hereby bind (himself/herself/itself), (his/hers/its) successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. No permanent buildings or structures shall be constructed over any existing or platted easement of any type. Any fencing, trees, shrubs or other improvements may only be placed in or over any existing or platted easement of any type with the authorization of the City of Euless or easement holder(s). The City of Euless at the owner's expense, and any easement holder, shall have the right to move and keep removed all or part of any fence, tree, shrub, or other improvements or growths which in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and The City of Euless and any easement holder shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

WITNESS my hand on this the _____ day of _____, 2017.

Tarrant County Hospital District d/b/a JPS Health Network,
a Texas hospital district organized pursuant to Chapter 281
of the Texas Health & Safety Code

To the best of my knowledge there are no liens against this property.

By: _____
Robert Earley, President and CEO

By: _____
Robert Earley, President and CEO

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared Robert Earley, President and CEO of Tarrant County Hospital District d/b/a JPS Health Network, a Texas hospital district organized pursuant to Chapter 281 of the Texas Health & Safety Code, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2017.

Notary Public in and for the State of Texas My Commission expires

CITY OF EULESS, TEXAS DEED RESTRICTION CERTIFICATION

I, we, the undersigned, do certify that the property covered by the proposed replat or resubdivision, and all property covered by the previous plat and/or resubdivision, all or a portion of which is proposed for replatting or resubdivision, is not limited by any deed restriction or other covenant filed of record to a residential use for not more than two residential units per lot, nor does such proposed replat or resubdivision in anywise alter or attempt to alter, amend, or remove any covenants or restrictions or record.

Robert Earley, President and CEO

SWORN AND SUBSCRIBED before me this the _____ day of _____, 2017.

Notary Public, in and for Tarrant County, Texas

My commission expires

Printed name: _____

CITY OF EULESS WATER AND WASTEWATER IMPACT FEES			
Meter or Tap Diameter	Living Unit Equivalency Factor	Water Impact Fee	Sewer Impact Fee
5/8" or ¾"	1.00	\$1,477.80	\$524.70
1	2.5	\$3,694.75	\$1,311.75
1.5	5.0	\$7,389.50	\$2,623.50
2	8.0 – 10.0	\$11,823.20	\$4,197.60
3	16.0 – 24.0	\$35,469.60	\$12,592.80
4	25.0 – 42.0	\$62,071.80	\$22,037.40
6	50.0 – 92.0	\$135,996.80	\$48,272.40
8	80.0 – 180.0	\$236,464.00	\$83,952.00
Impact fees are based on the size of water meter or tap serving the use. Impact fees are due at the time of Building Permit application.			

OWNER:

Tarrant Co. Hospital District
d/b/a JPS Health Network
1500 S. Main St.
Fort Worth, Texas 76104

PERPETUAL MAINTENANCE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

The following reservations, restrictions, and covenants are imposed on _____, as it abuts, is adjacent to, or is included within the floodplain easements, drainage easements or emergency access easements shown on the plat filed herewith:

1. No commercial building, outbuilding, fence, or other structure shall be erected on said easement except for small ornamental walls, patios, and other landscaping, provided however, these items allowed shall not interfere in any way with the free flow of water in said channel or narrow the existing channel of the stream or interfere with free access by way of the easement for maintenance purposes without written consent of the City Engineer.

2. The Lot owner shall be responsible for the maintenance of his portion of said easement in order to preserve its beauty and to prevent any obstruction, flooding, or erosion. Such maintenance shall include but shall not be limited to the following:

- Mowing grass and preventing the growth of weeds.
- Preventing the growth of trees or permitting other obstructions to the easement which would obstruct free access for maintenance purposes.
- Preventing erosion by corrective construction if necessary.
- Preventing the accumulation of trash and debris in the easement.

3. In addition to other rights of enforcement contained in these restrictions or available by statutes, ordinance, or common law, the Dedicator, his successors and assigns, and all parties claiming title to _____, by, through or under him, shall be taken to hold, agree, and covenant with the Dedicator and his successors and assigns, and with each of them to conform to and observe all restrictions and covenants as to the use and maintenance of said easement and Dedicator or owner or any of the above shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages, and failure of the Dedicator or the owners of an other lot or lots shown to abut said easement to enforce any other restrictions or covenants herein set forth at the time of violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

4. In addition to the rights of enforcement given to Dedicator and other Lot owners as set forth in Paragraph 3 above, it specifically provided that the City of Euless may, at its option, bring any action and obtain any remedy to enforce or prevent the breach of said restrictions.

5. It is specifically provided that the Dedicator, his successors and assigns, other Lot owners and the City of Euless as provided above, shall have the right to recover their attorney's fees, court costs, and expenses incurred in any suit to enforce or prevent the breach of any covenant or restriction applicable to said easement.

6. In addition to the remedies above provided, the City of Euless may, at its option, thirty days after written notices to a lot owner, enter the easement and perform the necessary maintenance repair and charge the lot owner or owners the pro-rata cost thereof. Said charges shall be a lien on the abutting lot or lots inferior only to prior recorded liens on said lot or lots.

TO HAVE AND TO HOLD the above-described Perpetual Maintenance Agreement in and to said premises with the right of ingress and egress thereto, together with all and singular the usual rights thereto in any wise belonging, unto the said City of Euless, Texas, and its successors and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said City of Euless, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2017.

THE STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me by the said _____, on this _____ day of _____, 2017.

Notary Public, STATE OF TEXAS

REPLAT CONTAINING LOT 1R, BLOCK A PLAZA GRANDE

An addition to the City of Euless, Tarrant County, Texas, being a replat of the remainder of Tract A and all of Tract B, Plaza Grande, an addition to the City of Euless, Tarrant County, Texas, according to the plat filed in Volume 388-76, Page 20, Plat Records of Tarrant County, Texas, also being all of Lot 1, Plaza Grande, an addition to the City of Euless, Tarrant County, Texas, according to the plat filed in Volume 388-112, Page 21, Plat Records of Tarrant County, Texas and also being a portion of Lot 2, Plaza Grande, an addition to the City of Euless, Tarrant County, Texas, according to the plat filed in Volume 388-115, Page 57, Plat Records of Tarrant County, Texas and containing 11,454 acres of land total.

THIS PLAT FILED AS DOCUMENT # _____, ON DATE: _____.

Date: January 12, 2017

SHEET NO. 2 OF 2

Case #16-05-RP



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